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In the

Supreme Court of the United States

October Term, 1948

No. 832

JULIUS HALL LYONS,
Petitioner

vs.

CAPITAL TRANSIT COMPANY,
Respondent

PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA AND BRIEF IN SUPPORT THEREOF

JULIUS HALL LYONS, *pro se*
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Arlington, Virginia

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Petition for Certiorari

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PETITION FOR WRIT OF CERTIORARI

To the Honorable, the Chief Justice and Associate Justices of the Supreme Court of the United States:

Your petitioner, Julius Hall Lyons, respectfully shows unto the Court the following:

I

Statement of Matter Involved

1. THE CAPITAL TRANSIT COMPANY CASE.

This is a contract case made to petitioner by respondent.

II

The basis of this Court's jurisdiction:

(A) Equal justice under law.

(B) New Title 28 United States Code §1254. Courts of Appeals; certiorari; appeal; certified questions.

Cases in the Courts of Appeals may be reviewed by the Supreme Court by the following methods:

(1) By writ of certiorari granted upon the petition of any party to any civil or criminal case before or after rendition of judgment or decree.

III

The question presented:

Since the petitioner has exhausted all remedies under law in the District of Columbia the petitioner is entitled to have a review by certiorari in the Supreme Court of the United States of the action.

IV

Reasons Relied Upon for Allowance of the Writ of Certiorari

The United States Court of Appeals for the District of Columbia have declined to hear petitioner's case on the merits. In so doing, they have deprived him of fundamental rights to a fair trial on merits under the Federal Constitution.

APPENDIX

United States Court of Appeals

For the District of Columbia Circuit

January Term, 1949

No. 10074

JULIUS HALL LYONS,
Petitioner

vs.

CAPITAL TRANSIT COMPANY,
Respondent

No. 703,
Municipal Court of Appeals.

On Petition for Allowance of Appeal from the Municipal Court of Appeals for the District of Columbia.

Denied March 3, 1949.

I deem unnecessary a narration of all the detailed facts alleged in petition.

Brief in support of petition for certiorari should bring them out.

In the

Supreme Court of the United States

October Term, 1943

No. 832

JULIUS HALL LYONS,
Petitioner

vs.

CAPITAL TRANSIT COMPANY,
Respondent

BRIEF IN SUPPORT OF PETITION FOR CERTIORARI

Grounds of Jurisdiction

Jurisdiction in this court is invoked under the Constitution of the United States:

(A) Equal justice under law.

(B) New Title 28 United States Code §1254. Courts of Appeals; certiorari appeal; certified questions.

Cases in the Courts of Appeals may be reviewed by the Supreme Court by the following methods:

(1) By writ of certiorari granted upon the petition of any party, to any civil or criminal case, before or after rendition of judgment or decree.

Statement of the Case and Argument Combined

The Petitioner worked for the Capital Transit Company as a bus mechanic for a period of years, extending into 1947. On April 9, 1947, Mr. H. Feldman and Mr. R. A. Dunigan, employees and agents of said Capital Transit Company, acting in a supervisory capacity, told the petitioner he was suspended from work only for a period of time sufficient to conduct an investigation. They then informed the petitioner that he was suspended pending an investigation of an alleged hammer incident in the Trinidad Garage. The petitioner denied this charge. No such thing ever happened. They stated the suspended charge would be investigated. If untrue, petitioner would be paid for the days he lost from work.

The petitioner seemed unable to get an answer from the said Capital Transit Company in regards to the investigation of the alleged hammer incident, so the petitioner filed a claim in the Municipal Court of the District of Columbia, on January 22, 1948. The respondent filed an answer to the complaint. The case came up for a motion hearing. The respondent did not appear. The case was set for trial. The trial got started on April 15, 1948, before Honorable Judge George P. Barse.

The Jury reached a verdict for respondent.

This is a contract case, known as an Agreement or Mutual Assent. There was a meeting of the minds. A Contract is an Agreement and an Agreement is a Contract. A Contract is a promise or promises which the law enforces or recognizes as a duty. This Contract is verified by the said answer to Complaint and Mr. H. Feldman's testimony of page 111, Reporter's Transcript of Record. This statement was made by Mr. H. Feldman on the witness stand:

"Q What did you say was made in your office?

A The agreement—or not the agreement, but the statement that I made in my office that you would either—you would be fired if the reports were authenticated, and taken back if they were not authenticated, with full back pay."

Also Mr. Dunnigan's testimony of page 292, Reporter's Transcript of Record:

"Q Well, is it not a fact, Mr. Dunnigan, that the general understanding was that I was suspended from work for raising a hammer at a man at the Trinidad Garage, and I was to be investigated, and if it was proven to be untrue, I would be given my job back, and paid for the time that I had lost?

A That is generally correct, except it was for raising the hammer and other incidents that had been reported.

Q Well, is it not a fact, Mr. Dunnigan, that you did not report any other incidents that day?

A I did not have any other incidents specifically named, no."

It appears the Company decided they had to win this case so in the month of February, 1948, two men whose jobs were at stake, Mr. Jay D. Carter and Mr. W. S. Goodman, went over to the Capital Transit Office, or were called over. Reporter's Transcript, page 247:

"Q Do you remember, recall, the first date that Capital Transit said anything to you about this trial?

THE COURT: About what?

MR. LYONS: About this trial, case coming up.

A No. We— I think we went to the office and gave a statement around the first of February, 1948, with reference to this.

By MR. LYONS:

Q Would you give the names, please, of who 'we' are?

A Jay D. Carter and myself."

Mr. Goodman talking on the witness stand. Mr. Goodman's testimony of page 237, Reporter's Transcript, when such an incident took place:

"THE COURT: What year?
MR. ROBERSON: In early 1947.
THE WITNESS: In early 1948."

Now, in the opening statement Mr. Roberson made to the jury he stated the hammer incident was false. Page 34 of Reporter's Transcript:

> "As I construe the complaint as Mr. Lyons has read to you, it is an action for failure to hire Mr. Lyons, or rehire him, or for suspending him. I am not exactly sure which. There is the further possible construction on it that he is complaining because he says that he was accused of raising a hammer at a man, whereas that would be in fact false; and if that were the construction put on his complaint, then he is trying to recover in an action for slander, saying that we had said something about him in the presence of other people which hurt his reputation."

Later on in the trial, it seemed Respondent tried to prove petitioner did raise a hammer at a fellow employee. Mr. Goodman's statement on page 241, Reporter's Transcript showed I did not raise a hammer at Carter:

> "Q Well, suppose you tell just what the words were said; you know, just see what—how—or I raised a hammer at Carter. That's what I think you said.

A I don't think I said that. I said you stood up with the hammer in your hand."

The grist of the case is, did I raise a hammer at a fellow employee or not. To raise a hammer at a fellow employee, you have to raise it with the arm, with the thought in mind to strike the fellow employee. There is no other way you can raise a hammer at a fellow employee. Now, Mr. Carter made the statement he has nothing against me. Reporter's Transcript, page 139:

"Q Do you have anything against me?
A No.
Q Perfectly good friends?
A Sure, as far as I am concerned."

The petitioner points out there is a contract involved through the conversation with Feldman and Dunnigan of Respondent Company of April 9, 1947.

The petitioner also points out there is another contract involved with Respondent Company through the agreement between Respondent Company and its Union employees in which Respondent Company has failed to live up to.

The Petitioner points out that Feldman and Dunnigan of Respondent Company did not state or tell him of any other complaint against him of conversation of April 9, 1947.

The petitioner states that it is proved he did not raise a hammer at a fellow employee of Respondent Company and the contract of Respondent Company should be lived up to.

In case of *Hudson* v. *Columbian Transfer Company*, 137 Mich. 255, 100 N.W. 402, it is stated:

(2.) Contracts—Interpretation—Undertaking.

The meeting of minds which is necessary to formation of a contract, is determined by the expressed intentions of the parties, which may be wholly at variance with their secret intentions or understanding.

Is not it a fact the word "suspend" means—To debar, or cause to withdraw temporarily from any privilege, office or function. In language used in the United States.

I the Petitioner, point out that Respondent has never discharged Petitioner from his employment. I, the Petitioner, point out I have not resigned from Respondent's employment.

I therefore respectfully submit that this Court should grant writ of certiorari here prayed for and reverse the judgment of the case or grant Equal Justice under law.

JULIUS HALL LYONS
Petitioner pro se.

June 1, 1949